

Attachment 1

SIGNED.

Dated: September 7, 2017




Paul Sala, Bankruptcy Judge

1 Law Offices of
2 **MICHAEL W. CARMEL, LTD.**
3 80 East Columbus Avenue
4 Phoenix, Arizona 85012-2334
5 Telephone: (602) 264-4965
6 Arizona State Bar No. 007356
7 Facsimile: (602) 277-0144
8 E-mail: Michael@mcarmellaw.com

9 Attorney for Debtor

10 **IN THE UNITED STATES BANKRUPTCY COURT**
11 **FOR THE DISTRICT OF ARIZONA**

12 In re:

13 PAUL L. BRUNO,

14 Debtor.

Chapter 11 Proceedings

Case No. 2:16-bk-11826-PS

15 **ORDER GRANTING**
16 **MOTION TO DISMISS**

17
18 The Court has reviewed the Debtor's Motion to Dismiss filed at DE #299 ("**Motion**"), the
19 Objection to Motion to Dismiss filed by Gary Abeyta ("**Abeyta**") at DE #307 ("**Abeyta**
20 **Objection**"), the Objection to Motion to Dismiss filed by Par Avion Travel, Inc. at DE #308
21 ("**Par Avion Objection**"), and the Objection filed by Schoenberg Family Law Group, P.C.
22 ("**Schoenberg**") at DE #303, which was subsequently conditionally withdrawn.

23
24 The Court conducted a hearing on the matter on August 16, 2017 at 2:30 p.m.

25 For the reasons stated on the record,

26 IT IS HEREBY ORDERED:

27 The Motion is granted, and the Abeyta Objection and Par Avion Objection are overruled,

28 subject to the following conditions:

Order Dismissing 8-31-17.doc

1 1. The Debtor shall pay to Abeyta the temporary support obligations as
2 ordered by the California Superior Court in the total amount of \$42,337.00, which sum shall paid
3 in full prior to the date this Order is lodged with the Court. The payment of the total temporary
4 support award reflects a set off agreed to by the parties as follows: the total temporary support
5 obligation from debtor to Abeyta is \$57,564.00 (\$6,396.00/month for nine (9) months) (the
6 “Award”). The debtor and Abeyta shall set off against the Award the amount of \$15,227.00,
7 which amount Abeyta owes to Jessica Cha, Esq. (the “Cha Payment”) as part of the dissolution
8 proceeding between the debtor and Abeyta pending in the California courts. The debtor shall be
9 responsible for paying and fully satisfying the Cha Payment, and debtor shall indemnify Abeyta
10 and hold Abeyta harmless from any and all obligations with respect to the Cha Payment. The
11 Debtor and Abeyta each have obtained separate sanctions awards in the California dissolution
12 proceeding , which are \$10,946.00 in favor of Bruno and \$10,000.00 in favor of Abeyta. The
13 debtor and Abeyta shall waive those payments and the payments shall be considered fully
14 satisfied.
15

16
17 2. If the Debtor refiles a subsequent bankruptcy, it shall be assigned to the
18 Honorable Paul Sala.
19

20 3. The Debtor shall pay all outstanding United States Trustee’s fees due for
21 the time period July 1, 2017 – August 16, 2017.

22 IT IS FURTHER ORDERED the agreements between the Debtor and Abeyta in this Order
23 regarding the California litigation shall be without prejudice to either party's claims or defenses
24 in the event of an appeal from any decisions that have been made to date in the California
25 litigation.
26

27 IT IS FURTHER ORDERED that all adversary proceedings filed in this case shall be
28 dismissed without prejudice. The Debtor's counsel will upload a separate Order in each

adversary proceeding.

DATED AND SIGNED ABOVE.

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Attachment 2

SIGNED.

Dated: September 12, 2017




Paul Sala, Bankruptcy Judge

1 Law Offices of
2 **MICHAEL W. CARMEL, LTD.**
3 80 East Columbus Avenue
4 Phoenix, Arizona 85012-2334
5 Telephone: (602) 264-4965
6 Arizona State Bar No. 007356
7 Facsimile: (602) 277-0144
8 E-mail: Michael@mcarmellaw.com
9 Attorney for Debtor

10
11 **IN THE UNITED STATES BANKRUPTCY COURT**
12 **FOR THE DISTRICT OF ARIZONA**

13 In re:
14
15 PAUL L. BRUNO,
16
17 Debtor.

Chapter 11 Proceedings
Case No. 2:16-bk-11826-PS

18 PAUL LEONARD BRUNO, an individual,
19
20 Plaintiff,

Adversary No. 2:16-ap-00510-PS

21 v.

**ORDER OF DISMISSAL
WITHOUT PREJUDICE**

22 GARY ABEYTA, an individual; THE
23 CAVANAGH LAW FIRM, P.A., an Arizona
24 corporation; CHARLES H. DELACEY, an
25 individual; THE DELACEY RIEBEL
26 FAMILY LAW GROUP, LLP, a California
27 limited liability partnership,
28
29 Defendants.

30 Based on the Court's dismissal of the administrative case, the above-captioned adversary
31 proceeding is hereby DISMISSED WITHOUT PREJUDICE.

32 DATED AND SIGNED ABOVE.

Notice Recipients

District/Off: 0970-2
Case: 2:16-ap-00510-PS

User: zachresb
Form ID: pdf05a

Date Created: 9/12/2017
Total: 12

Recipients of Notice of Electronic Filing:

aty	Justin V Niedzialek	justin@jnlawoffice.com
aty	MICHAEL W. CARMEL	michael@mcarmellaw.com
aty	RANDY NUSSBAUM	randy.nussbaum@sackstierney.com
aty	SCOTT REISS WEINER	Scott.Weiner@SacksTierney.com
aty	STEVEN N BERGER	snb@cblawyers.com

TOTAL: 5

Recipients submitted to the BNC (Bankruptcy Noticing Center):

dft	Gary Abeyta	6711 E. Camelback Rd.	Unit 36	Scottsdale, AZ 85251-2065
dft	The Cavanagh Law Firm, P.A.	1850 N Central Avenue	Suite 2400	Phoenix, AZ 85004
dft	Charles H. Delacey	505 Montgomery Street	7th Floor	San Francisco, CA 94111
dft	The Delacey Riebel Family Law Group, LLP	505 Montgomery Street	7th Floor	San Francisco, CA 94111
pla	Paul Leonard Bruno	5835 N Echo Canyon Circle		Phoenix, AZ 85016
ust	U.S. TRUSTEE	OFFICE OF THE U.S. TRUSTEE	230 NORTH FIRST AVENUE	SUITE 204 PHOENIX, AZ 85003
ust	U.S. TRUSTEE - LV - 11	300 LAS VEGAS BOULEVARD S.	SUITE 4300	LAS VEGAS, NV 89101

TOTAL: 7

Attachment 3

SIGNED.

Dated: September 12, 2017




Paul Sala, Bankruptcy Judge

1 Law Offices of
2 **MICHAEL W. CARMEL, LTD.**
3 80 East Columbus Avenue
4 Phoenix, Arizona 85012-2334
5 Telephone: (602) 264-4965
6 Arizona State Bar No. 007356
7 Facsimile: (602) 277-0144
8 E-mail: Michael@mcarmellaw.com

9 Attorney for Debtor/Plaintiff Paul L. Bruno

10 **IN THE UNITED STATES BANKRUPTCY COURT**
11 **FOR THE DISTRICT OF ARIZONA**

12 In re:

13 PAUL L. BRUNO,

14 Debtor.

15 PAUL LEONARD BRUNO, an individual,

16 Plaintiff,

17 v.

18 GARY ABEYTA, an individual.

19 Defendant.

Chapter 11 Proceedings

Case No. 2:16-bk-11826-PS

Adversary No. 2:17-ap-00126-PS

**ORDER OF DISMISSAL
WITHOUT PREJUDICE**

20
21 Based on the Court's dismissal of the administrative case, the above-captioned adversary
22 proceeding is hereby DISMISSED WITHOUT PREJUDICE.

23 DATED AND SIGNED ABOVE.
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Notice Recipients

District/Off: 0970-2
Case: 2:17-ap-00126-PS

User: zachresb
Form ID: pdf05a

Date Created: 9/12/2017
Total: 6

Recipients of Notice of Electronic Filing:

aty	DAVID A. SELDEN	dselden@cavanaghlaw.com;sdamon@cavanaghlaw.com
aty	MICHAEL W. CARMEL	michael@mcarmellaw.com

TOTAL: 2

Recipients submitted to the BNC (Bankruptcy Noticing Center):

dft	Gary Abeyta	6711 E. Camelback Rd.	Unit 36	Scottsdale, AZ 85251-2065
pla	Paul Leonard Bruno	5835 N Echo Canyon Circle		Phoenix, AZ 85016
ust	U.S. TRUSTEE	OFFICE OF THE U.S. TRUSTEE	230 NORTH FIRST AVENUE	SUITE
	204	PHOENIX, AZ 85003		
ust	U.S. TRUSTEE - LV - 11	300 LAS VEGAS BOULEVARD S.	SUITE 4300	LAS VEGAS, NV
	89101			

TOTAL: 4

Attachment 4

SIGNED.

Dated: September 12, 2017



Paul Sala
Paul Sala, Bankruptcy Judge

LAW OFFICES OF MICHAEL W. CARMEL, LTD.
Michael W. Carmel (No. 007356)
80 East Columbus Avenue
Phoenix, Arizona 85012-2334
Telephone: (602) 264-4965
Fax: (602) 277-0144
E-mail: michael@mcarmellaw.com
Counsel for the Debtor

SHERMAN & HOWARD L.L.C.
David A. Weatherwax (No. 006996)
Craig A. Morgan (No. 023373)
Lindsay H.S. Hesketh (No. 031233)
201 East Washington Street, Suite 800
Phoenix, Arizona 85004-2327
Telephone: (602) 240-3009
Fax: (602) 240-6600
E-mail: dweatherwax@shermanhoward.com
cmorgan@shermanhoward.com
lhsketh@shermanhoward.com
Special Counsel for the Debtor

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

In Re
PAUL LEONARD BRUNO,
Debtor.

Chapter 11 Proceedings
Case No. 2:16-bk-11826-PS
Adversary No. 2:17-ap-00161-PS

PAUL LEONARD BRUNO, an individual,
Plaintiff,
v.
GARY P. ABEYTA, an individual; GARY P.
ABEYTA, AS TRUSTEE OF THE GARY P.
ABEYTA TRUST DATED NOVEMBER 12,
2014,
Defendants.

**ORDER OF DISMISSAL
WITHOUT PREJUDICE**

Based on the Court's dismissal of the administrative case, the above-captioned
adversary proceeding is hereby DISMISSED WITHOUT PREJUDICE.

DATED AND SIGNED ABOVE.

Notice Recipients

District/Off: 0970-2
Case: 2:17-ap-00161-PS

User: zachresb
Form ID: pdf05a

Date Created: 9/12/2017
Total: 8

Recipients submitted to the BNC (Bankruptcy Noticing Center) without an address:
dft c/o Gary P. Abeyta, Gary P Abeyta Trust Dated November 12, 2014

TOTAL: 1

Recipients of Notice of Electronic Filing:

aty	DAVID A. SELDEN	dselden@cavanaghlaw.com;sdamon@cavanaghlaw.com
aty	MICHAEL W. CARMEL	michael@mcarmellaw.com
aty	PHILIP G. MITCHELL	Philip.Mitchell@azbar.org

TOTAL: 3

Recipients submitted to the BNC (Bankruptcy Noticing Center):

dft	Gary Abeyta	6711 E. Camelback Rd.	Unit 36	Scottsdale, AZ 85251-2065
pla	Paul Leonard Bruno	5835 N Echo Canyon Circle		Phoenix, AZ 85016
ust	U.S. TRUSTEE	OFFICE OF THE U.S. TRUSTEE	230 NORTH FIRST AVENUE	SUITE
	204	PHOENIX, AZ 85003		
ust	U.S. TRUSTEE - LV - 11	300 LAS VEGAS BOULEVARD S.	SUITE 4300	LAS VEGAS, NV
	89101			

TOTAL: 4

Attachment 5

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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
8

9 Gary Abeyta,

10 Plaintiff,

11 v.

12 GP Meeting & Events Incorporated, et al.,

13 Defendants.

14 PB Company Inc., et al.

15 Counter-Claimants,

16 v.

17 Gary Abeyta,

18 Counter-Defendant.
19

No. CV-17-04129-PHX-GMS

**ORDER SETTING RULE 16 CASE
MANAGEMENT CONFERENCE**

20 Pursuant to Rule 16 of the Federal Rules of Civil Procedure, a Case Management
21 Conference is set for **February 1, 2018 at 9:15 a.m.** in Courtroom 602, Sandra Day
22 O'Connor U.S. Federal Courthouse, 401 W. Washington St., Phoenix, Arizona 85003-
23 2151. In preparation for this Case Management Conference, it is hereby ordered as
24 follows:

25 A. Rule 26(f) Meeting and Case Management Report.

26 The parties are directed to meet and confer at least 10 days before the Case
27 Management Conference as required by Federal Rule of Civil Procedure 26(f). At this
28 meeting the parties shall develop a joint Case Management Report which contains the

1 information called for in section B below.

2 B. Mandatory Initial Discovery Pilot Project.

3 The Court is participating in the Mandatory Initial Discovery Pilot Project
4 (“MIDP”). The MIDP was approved by the Judicial Conference of the United States and
5 has been implemented in this District by General Order 17-08. The MIDP applies to all
6 civil cases filed on or after May 1, 2017, other than cases listed in Rule 26(a)(1)(B),
7 actions under the Private Securities Litigation Reform Act (“PSLRA”), and cases
8 transferred for consolidated administration in this District by the Judicial Panel on
9 Multidistrict Litigation. The discovery obligations in the MIDP supersede the disclosures
10 required by Rule 26(a)(1) and are framed as court-ordered mandatory initial discovery.
11 Unlike initial disclosures required by current Rule 26(a)(1)(A) & (C), the MIDP does not
12 allow parties to opt out. Thus, if your case was filed after May 1, 2017, and does not fall
13 within one of the exceptions identified above, you must comply with the discovery
14 obligation of the MIDP. You should have received a notice regarding the pilot project
15 when your case was filed or you were served, and you should already be complying with
16 the MIDP. Resources related to the MIDP are available on the Court’s website at
17 www.azd.uscourts.gov/attorneys/mandatory-initial-discovery-pilot.

18 C. Joint Case Management Report.

19 The parties’ Joint Case Management Report shall contain the following
20 information in separately numbered paragraphs.

21 1. The parties who attended the Rule 26(f) meeting and assisted in developing
22 the Case Management Report;

23 2. A list of the parties in the case, including any parent corporations or entities
24 (for recusal purposes);

25 3. A short statement of the nature of the case (3 pages or less);

26 4. The jurisdictional basis for the case, describing the basis for jurisdiction
27 (see the accompanying footnote) and citing specific jurisdictional statutes;¹

28 _____
¹If jurisdiction is based on diversity of citizenship, the report shall include a

1 5. Any parties which have not been served and an explanation of why they
2 have not been served, and any parties which have been served but have not answered or
3 otherwise appeared;

4 6. A statement of whether any party expects to add additional parties to the
5 case or otherwise to amend pleadings (the Court will set a deadline at the Case
6 Management Conference for joining parties and amending pleadings);

7 7. A listing of contemplated motions and a statement of the issues to be
8 decided by these motions (including motions under Federal Rules of Evidence 702, 703,
9 704, and 705);

10 8. Whether the case is suitable for reference to a United States Magistrate
11 Judge for a settlement conference or trial;

12 9. The status of related cases pending before other courts or other judges of
13 this Court;

14 10. A discussion of any issues relating to preservation, disclosure, or discovery
15 of electronically stored information, including the parties' preservation of electronically
16 stored information and the form or forms in which it will be produced (*see*
17 Rules 16(b)(3), 26(f)(3));

18 11. A discussion of any issues relating to claims of privilege or work product
19 (*see* Rules 16(b)(3), 26(f)(3));

20 12. A discussion of whether an order under Federal Rule of Evidence 502(d) is
21

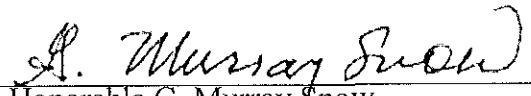
22 statement of the citizenship of every party and a description of the amount in dispute.
23 *See* 28 U.S.C. §1332. The parties are reminded that (1) a corporation is a citizen of the
24 state where it is incorporated and the state of its principal place of business, and (2)
25 partnerships and limited liability companies are citizens of every state in which one of
26 their partners or members resides. *See* 28 U.S.C. §1332(c); *Indus. Tectonics v. Aero*
27 *Alloy*, 912 F.2d 1090, 1092 (9th Cir. 1990); *Belleville Catering Co. v. Champaign Market*
28 *Place, L.L.C.*, 350 F.3d 691, 692 (7th Cir. 2003). The parties are further reminded that
the use of fictitious parties ("John Doe" or "ABC Corporation") "casts no magical spell
on a complaint otherwise lacking in diversity jurisdiction." *Fifty Assocs. v. Prudential*
Ins. Co. of Am., 446 F.2d 1187, 1191 (9th Cir. 1970) (citations omitted).

1 Orders, Forms and Procedures. The Court fully intends to enforce the deadlines in the
2 Case Management Order. The parties should plan their litigation activities accordingly.

3 E. Other Matters.

4 The parties are expected to comply fully with the Federal and Local Rules of Civil
5 Procedure and to minimize the expense of discovery. The parties should ensure that all
6 filings comply with Local Rules of Civil Procedure 7.1 and 7.2. In addition, in all filings,
7 citations in support of any assertion in the text shall be included in the text, not in
8 footnotes. The Clerk of the Court shall send copies of this order to all counsel of record
9 and to any unrepresented parties.

10 Dated this 7th day of December, 2017.

11 
12 Honorable G. Murray Snow
13 United States District Judge
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Attachment 6

CORRECTED
By Clerk of the Court

MICHAEL K. JEANES, CLERK
BY *R. Mallard* DEP
R. MALLARD, FILED
17 DEC 26 PM 4: 16

PAUL L. BRUNO
3104 E. Camelback Road #539
Phoenix, AZ 85016
602-777-0601 Phone
Paul@PaulBrunoGroup

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA**

SHERMAN & HOWARD, LLC

Plaintiff,

v.

PAUL LEONARD BRUNO, *et al.*

Defendant,

CV2017-014106

CASE NO. ~~CV2017-014016~~

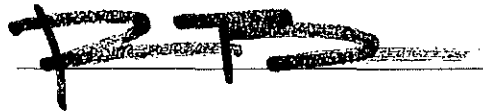
**MOTION TO COMPEL ARBITRATION
AND FOR SUMMARY DENIAL OF
PLAINTIFF'S APPLICATION FOR
PROVISIONAL REMEDIES**

Assigned to Hon. Christopher Whitten

Pursuant to Ariz. R.Civ.P.7.1 and A.R.S § 12-3007, and the Federal Arbitration Act 9 U.S.C. § 2, Defendant Paul Bruno moves to dismiss this action and compel arbitration of this action in its entirety including summary denial of Plaintiff's Application for Provisional Remedies, because: (1.) It is undisputed that this action arises out of a contract that has a binding arbitration provision. The Plaintiff filed a late Notice of Errata on October 24, 2017, which cloaked the policies and procedures containing the purported contracts, which contain the binding arbitration provision on p.2 ¶ 7 of "The Memorandum of Firm's Policies." (2.) the arbitration provision mandates binding arbitration for all disputes before a committee of the State Bar of Arizona. (3.) "All Disputes" includes "Applications for Provisional Remedies."

However, all of that is irrelevant. The United States Supreme Court mandates this case be dismissed and the matter be compelled to arbitration, pursuant to 9 U.S.C. § 2 of the American Arbitration Act. The matter arises from interstate commerce, so the FAA preempts any Arizona State Law to the contrary. The application for provisional remedies seems inappropriate. Mr. Bruno is a vulnerable adult with a disability, and Sherman & Howard had a fiduciary duty to protect his well-being. Bruno respectfully requests (1.) this Court dismiss the action in its entirety, as Mr. Bruno is a live person, and not commercial; (2.) The matter has been submitted to the State Bar of Arizona, who is now handling the matter; (3.) Summarily deny Sherman & Howard's application for provisional remedies; (4.) Any other order deemed just and proper; (5.) Since this matter arises out of contract, Mr. Bruno is entitled to his attorney's fees as the prevailing party in a contract dispute. Mr. Bruno only drafted this simple motion from an existing template, because his attorney is on Holiday break; (6.) an order that Mr. Bruno's counsel submit a fee application. Existing Arizona case law deems the party to prevail on a motion to compel arbitration is indeed a "prevailing party" in a contract.

Respectfully submitted December 26, 2017.

A handwritten signature in black ink, appearing to read "J. T. S.", written over a horizontal line.

Under penalty of perjury the following was mailed and emailed this **21** Day of December, 2017.

Sherman & Howard
201 East Washington Street, Suite 800
Phoenix, AZ 85004-2327
Phone: 602-240-3009
email@shermanhoward.com
attorney for plaintiff

A handwritten signature in black ink, appearing to read "P. T. B.", is written over a horizontal line.

Attachment 7

COPY

JAN 04 2018



MICHAEL K. JEANES, CLERK
C. CRUZ
DEPUTY CLERK

PAUL BRUNO
3104 E. CAMELBACK ROAD #539
PHOENIX, ARIZONA 85016
PHONE: 602-777-0601
PAUL@PAULBRUNOGROUP.COM

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

SHERMAN & HOWARD, LLC
Plaintiffs,

v.

PAUL L. Bruno, *et al.*
Defendants,

CV2017-014106

(i.) SUPPLEMENT TO DEFENDANTS
AMENDED MOTION TO COMPEL
ARBITRATION

(ii.) OBJECTION TO COMMERCIAL
COURT

EXPEDITED CONSIDERATION
REQUESTED

(Assigned Hon. Christopher Whitten)

Pursuant to Arizona Rules of Civil Procedure and A.R.S. § 12-3007 and the Federal
Arbitration Act 9 U.S.C. § 2, Defendant Paul Bruno, (hereafter "Mr. Bruno" or "Bruno") files

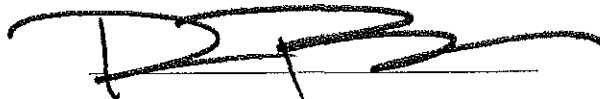
1 this supplement to his December 26, 2017 Motion to Compel Arbitration.

2
3 Attached, *see* **EXHIBIT A**, is the State Bar of Arizona's letter to Defendant dated
4 December 27, 2017. Plaintiff "*Notice of Errata*" filed on October 24, 2017 on p.2 ¶ 7
5 "*Memorandum of Firm's Policies*" indicates that both Plaintiff and Defendant(s) agreed to
6 submit disputes to the State Bar of Arizona. Although Plaintiff's bills seemingly lack
7 authenticity, the State Bar of Arizona offers FREE services to consumers. The Plaintiff is a law
8 firm, and in keeping with the public's support of the legal community's self-regulation, this
9 matter is proper before a Consumer Protection Agency, which no doubt levels the playing field.
10 This Court should order the same, which does right by both the law and public policy, [indeed a
11 combo]. The plain, unambiguous language present in p. 2 ¶ 7 of the *Memorandum of Firm's*
12 *Policies* is only what this Court need reference versus Plaintiff's rhetoric to the contrary. The
13 United States Supreme Court and deep rooted public policy support Defendant's position over
14 Plaintiff's, and this decision promotes judicial efficiency, reduces the Court's docket, and more.

15
16
17 **WHEREFORE DEFENDANT RESPECTFULLY SEEKS ORDERS**

- 18
19 (1.) Summarily Dismiss Plaintiff's Complaint
20 (2.) Compel Arbitration
21 (3.) Summarily Deny Plaintiff's Motion for Provisional Remedies
22 (4.) All other orders deemed just and proper
23

24 **RESPECTFULLY SUBMITTED THIS 3rd DAY OF January, 2018.**

25
26 

27 Paul Bruno, Pro Se Litigant
28

Under penalty of perjury, the forgoing with mailed and/or electronically mailed this

4

JAN, 2018

To:

David Weatherwax

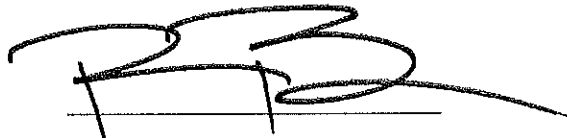
Sherman & Howard

201 East Washington Street, Suite 800

Phoenix, AZ 85004-2327

Phone: 602-240-3000

Email: info@shermanhoward.com

A handwritten signature in black ink, appearing to be 'Paul Bruno', written over a horizontal line.

Paul Bruno

Attachment 8

SHERMAN & HOWARD L.L.C.
 David A. Weatherwax (No. 006996)
 Craig A. Morgan (No. 023373)
 201 East Washington Street, Suite 800
 Phoenix, Arizona 85004-2327
 Telephone: (602) 240-3009
 Fax: (602) 240-6600
 E-mail: dweatherwax@shermanhoward.com
 cmorgan@shermanhoward.com
 Attorneys for Plaintiff

**SUPERIOR COURT OF ARIZONA
 MARICOPA COUNTY**

SHERMAN & HOWARD, LLC, a
 Delaware limited liability company,

Plaintiff

v.

PAUL LEONARD BRUNO, an individual;
 PB CO., INC., an Arizona corporation,

Defendants.

Case No. CV2017-014106

**PLAINTIFF'S RESPONSE OBJECTING
 TO DEFENDANT PAUL BRUNO'S (1)
 MOTION TO COMPEL ARBITRATION
 AND FOR SUMMARY DENIAL OF
 PLAINTIFF'S APPLICATION FOR
 PROVISIONAL REMEDIES; (2)
 SUPPLEMENT TO DEFENDANTS'
 AMENDED MOTION TO COMPEL
 ARBITRATION; AND (3) OBJECTION
 TO COMMERCIAL COURT**

(Before the Hon. Christopher Whitten)

(Oral Argument Requested)

Defendant Paul Bruno ("Mr. Bruno") asks the Court to (i) dismiss this case and compel arbitration, and (ii) summarily deny plaintiff's application for provisional remedies (the "Application"). In addition, Mr. Bruno objects to the Commercial Court handling this case.¹

As shown below, the Court should deny Mr. Bruno's Motion in its entirety, because

¹ Although Mr. Bruno states that (i) he is represented by an attorney, and (ii) he filed this Motion on his own, because "his attorney is on Holiday break", to plaintiff's knowledge, Mr. Bruno is not represented by an attorney in this State Court proceeding. In this regard, while both defendants in this case (Mr. Bruno and PB Co.) were represented by Wisconsin attorney, Ms. Heins, in the District Court during the removal--Ms. Heins has advised plaintiffs' counsel that she is **not** representing defendants in this State Court case. See **Attachment 1**. Moreover, if Mr. Bruno really is represented by counsel, then it would be inappropriate for him to file this Motion on his own behalf. Further, to the extent Mr. Bruno also seeks relief on behalf of PB Co. (of which he owns 100% of record), his Motion should not be considered, because a corporation cannot represent itself before the Superior Court).

1 Mr. Bruno has waived any right to arbitrate. More specifically, (i) Mr. Bruno and PB Co.
 2 refused to sign the required State Bar of Arizona arbitration forms that were sent to them
 3 nearly a month before plaintiff filed this action (*see Attachments 2 and 3*); and (ii) both
 4 Mr. Bruno and PB Co. have been litigating this matter aggressively for more than two
 5 months after they were served with process--all at great expense to plaintiff (in both time
 6 and money).

7 Second, the Motion should be denied, because even if this Court orders the parties to
 8 arbitrate the “fee dispute” aspect of plaintiff’s contract claims, the State Bar does not have
 9 jurisdiction to (i) award provisional remedies or (ii) resolve Mr. Bruno’s counterclaim.

10 Third, as a result of the State Bar’s limited jurisdiction, this Court retains jurisdiction
 11 over, and should decide, plaintiff’s Application for provisional remedies (and Mr. Bruno’s
 12 counterclaim). *See e.g. PMS Distrib. Co., Inc. v. Huber & Suhner, A.G.*, 863 F.2d 639,
 13 642 (9th Cir. 1988). In this regard: (i) on January 16, 2018, plaintiff filed its “Affidavit of
 14 Default ...”, because defendants did not request a hearing on the Application within the
 15 10-day period allowed by A.R.S. §12-2407;² (ii) defendants are in default; and (iii) the
 16 Court should sign the proposed “Order Granting Provisional Remedies With Notice, Writs
 17 Of Attachment And Garnishment (Non-Earnings)” that was filed with the Affidavit, in
 18 accordance with A.R.S. §12-2408.

19 Finally, Mr. Bruno’s argument that this case is not properly before the Commercial
 20 should be denied, because it is unsupported (legally or factually) and lacks merit.

21 **I. MR. BRUNO HAS WAIVED ANY RIGHT HE MIGHT HAVE HAD TO ARBITRATE THE**
 22 **FEE DISPUTE.**

23 The following facts cannot be contested--

24 1. In September 2017, plaintiff advised defendants that unless (i) the full amounts
 25 owed by Mr. Bruno and PB Co. were paid by certain dates,³ or (ii) the parties had reached

26 ² Indeed, almost two months have passed since defendants were served with the
 27 Application, and they still have not requested a hearing. Moreover, even if Mr. Bruno’s
 28 Motion somehow could be construed as a request for hearing (it cannot be), that request
 would have been 44 days late.

³ The dates were September 27, 2017 for PB Co., and October 4, 2017 for Mr. Bruno. On
 October 12, 2017, plaintiff extended those dates to October 17, 2017.

1 and executed an acceptable payment plan by the same dates, then plaintiff would
2 “undertake actions to collect the amount[s] due, plus interest costs and attorneys’ fees.”

3 2. On September 23, 2017, Mr. Bruno responded by, among other things, asking
4 plaintiff to submit the “fee dispute” the State Bar.

5 3. On September 25, 2017, plaintiff’s general counsel (Mr. Bronesky) sent an email to
6 Mr. Bruno stating, among other things:

7 “Attached is the form required by the State Bar of Arizona for fee
8 arbitrations.⁴ If you and PB Co want to arbitrate, then you need to complete it
9 and return the form to me immediately. After we have the form, we will initiate
10 the arbitration. Please understand, however, that:

- 11 * * *
- By participating in the State Bar arbitration, Sherman & Howard is not waiving (and expressly reserves) all of its rights and remedies to pursue any relief that may be outside of the jurisdiction of the State Bar; ...” (See **Attachment 2**, partially redacted) (emphasis added).

12 Mr. Bruno did not complete or return the State Bar form for himself or PB Co.

13 4. On September 27, 2017, Mr. Bronesky sent another email to Mr. Bruno stating:

14 “On Monday (9/25), I sent you an email ... that attached the form required
15 by the State Bar of Arizona for fee arbitrations. If you really want to arbitrate,
16 you need to complete the form and return it to me immediately, and we will
17 initiate the arbitration. By participating in the State Bar arbitration, S&H is not
18 waiving (and expressly reserves) all of its rights and remedies to pursue any
19 relief that may be outside of the jurisdiction of the State Bar. **If you have**
20 **decided to waive any right that you might have to arbitrate, you should not**
21 **return the form. Your failure to respond by Wednesday, October 4, 2017,**
22 **will be construed as a waiver.”** (See **Attachment 3**, partially redacted and
23 attachments omitted) (some emphasis added).

24 Once again, Mr Bruno did not complete or return the State Bar form.⁵

25 5. Defendants failed to pay (or attempt any reasonable arrangements to pay) plaintiff.
26 In addition, plaintiff learned that several other creditors had sued defendants for amounts
27 they (other creditors) were owed. As a result, on October 23, 2017, plaintiff filed this
28 lawsuit against defendants, with its Application for provisional remedies.

6. Defendants were aware of the lawsuit and avoided service by, among other things,

⁴ See State Bar of Arizona Rules of Arbitration of Fee Disputes (the “State Bar Rules”), which requires an agreement to arbitrate signed by all parties on the State Bar’s official forms, to begin the State Bar arbitration process.

⁵ Indeed, notwithstanding Mr. Bruno’s belated Motion, he and PB Co. still have not submitting the paperwork required to initiate a State Bar arbitration of the fee dispute.

1 refusing to allow his community's guard gate attendant to grant access to plaintiff's
 2 process servers. As a result, on November 1, 2017, plaintiff filed a Motion for an Order
 3 Authorizing Alternative Service.

4 7. On November 2, 2017 (i) this Court granted plaintiff's Motion and issued its Order
 5 Authorizing Alternative Service, and (ii) defendants were served with process, in
 6 accordance with the Order.

7 8. Notably, rather than seek State Bar arbitration of the fee dispute, defendants (i)
 8 chose to litigate, and (ii) have been litigating vigorously for more than two months, all at
 9 great cost to plaintiff of time and money. In this regard:

10 (a) on November 7, 2017, Mr. Bruno filed a "Notice of Filing Notice of Removal ...",
 11 in which he falsely stated that this case had been removed to the United States District
 12 Court for the District of Arizona (*see Attachment 4*);⁶

13 (b) on November 8, 2017, Mr. Bruno (by Wisconsin attorney Janet Heins)
 14 improperly removed this case to the District Court of Arizona (the "District Court") (*see*
 15 **Attachment 5**, lengthy Exhibits omitted), and forced plaintiff to file a Motion to Remand
 16 (*see Attachment 6*, lengthy Exhibits omitted);

17 (c) on November 20, 2017, Mr. Bruno (by attorney Heins) filed a Corporate
 18 Disclosure Statement in the District Court (*see Attachment 7*);

19 (d) on December 6, 2017, attorney Heins filed an "Answer & Counter Claim Of
 20 Defendants" (*see Attachment 8*), in which

21 (i) both defendants answered the Complaint, and asked the Court to "dismiss the
 22 Complaint with prejudice, and with attorney fees and costs to Defendants", not to order a
 23 State Bar arbitration (*Id.*),

24 (ii) **Mr. Bruno counterclaimed against plaintiff** for alleged violations of the

25 _____
 26 ⁶ Notably, Mr. Bruno took similar action in Case No. CV2016-015771, pending before
 27 Commissioner Abramson in this Court, by: (i) falsely representing he had removed that
 28 case on November 13, 2017, and (ii) then wrongfully filing a Notice of Removal on
 November 16, 2017. Significantly, Mr. Bruno is not even a party in that case.
 Nevertheless, his improper removal filing has delayed plaintiff's garnishment proceeding
 for more than two months now.

1 “Fair Housing Amendments Act of 1988, 42 U.S.C. § 3601, *et seq.*”, and “demand[ed]
 2 Judgment against Plaintiff [for] A. ... compensatory, liquidated, consequential, and/or
 3 punitive damages against Plaintiff in an amount to be proven at the time of trial [-not
 4 arbitration-]; B. ... an award of Defendants’ reasonable attorney fees and costs pursuant to
 5 42 U.S.C. § 3613, and all other applicable laws; ... and D. ... such other and further relief
 6 as the Court [-not an arbitrator-] deems proper under the circumstances” (*Id.*) (emphasis
 7 added), and

8 (iii) Mr. Bruno (actually both defendants) “**DEMAND[ED] A JURY OF**
 9 **TWELVE AS TO [-NOT AN ARBITRATION OF-] ALL TRIABLE ISSUES.**” (*Id.*)
 10 (emphasis in original);

11 (e) on December 7, 2017, Mr. Bruno (again both defendants), through attorney
 12 Heins (i) filed a Motion to Consolidate (not arbitrate) this case with three other cases that
 13 also were removed improperly by Mr. Bruno, (ii) asked the Court to set a Rule 16
 14 Scheduling Conference, and (iii) filed a proposed “Order Consolidating Cases”. (*See*
 15 **Attachments 9 and 10**). Notably, none one of these three other cases would be subject to
 16 arbitration before the State Bar;

17 (f) on December 18, 2018, as a result of the improper removal, plaintiff was forced
 18 to file a Motion to Stay the parties’ deadline to engage in mandatory initial discovery,
 19 ordered pursuant to General Order 17-08, until after this Court ruled on Plaintiff’s Motion
 20 to Remand (*see Attachment 11*);

21 (g) on December 19, 2017, the District Court issued its Order remanding this case
 22 back to this Court (*see Attachment 12*). That same day, the District Court issued another
 23 Order remanding one of the other cases improperly removed by Mr. Bruno in which
 24 plaintiff was involved (*see Attachment 13*, which sets out the reason for remand in
 25 detail);

26 (h) on December 20, 2017, defendants, through attorney Heins, filed a Rule 60
 27 Motion For Relief From Order Remanding Case. (*See Attachment 14*). Notably, rather
 28 than demand arbitration, defendants asked the Court to “reopen the matter and vacate its

1 Order remanding the case to Arizona Superior Court in the interest of justice.”;

2 (i) on January 4, 2018, in an effort to avoid any summary disposition for failing to
3 respond to the Rule 60 Motion, plaintiff was forced to file a Motion for Leave to Respond
4 to the Rule 60 Motion, and a Response Objecting to the Rule 60 Motion (*see Attachment*
5 **15**)-which was granted that day. (*See Attachment 16*); and

6 (j) on January 15, 2018 (just yesterday), rather than seek to arbitrate, Mr. Bruno
7 sent two emails to plaintiff’s counsel, seeking plaintiff’s consent to add Toby Brenner and
8 Par Avion as parties to this case (*see Attachment 17*)--neither of which could participate
9 in a State Bar arbitration.

10 The law is clear. Specifically:

11 (1) “It is well-established ... that a party to a contract may waive its right to enforce an
12 arbitration agreement by its conduct.” *Meineke v. Twin City Fire Ins. Co.*, 181 Ariz. 576,
13 581, 892 P.2d 1365, 1370 (Ct. App. 1994) (affirming trial court’s finding of arbitration
14 waiver because defendant filed answer);

15 (2) “Waiver occurs when a party relinquishes a known right or exhibits conduct that
16 clearly warrants inference of an intentional relinquishment.”, and a party demonstrates
17 waiver by engaging in “conduct that shows an intent not to arbitrate.” *Id.*;

18 (3) A party’s conduct which demonstrates waiver includes filing an answer. *See e.g. In*
19 *re Estate of Cortez*, 226 Ariz. 207, 211, ¶ 6, 245 P.3d 892, 896 (Ct. App. 2010) (reversing
20 trial court’s order to compel arbitration after defendant filed answer and participated in the
21 litigation); *Meineke*, 181 Ariz. at 582; 892 P.2d at 1371 (“In our view, a party’s filing of a
22 lawsuit without invoking arbitration ... would nearly always indicate a clear repudiation
23 of the right to arbitrate ..., and the filing of an answer normally has the same effect.”)
24 (emphasis added);

25 (4) Similarly, a party waives its right to compel arbitration under the FAA, if that party
26 knew of an existing right to compel arbitration, acted inconsistently with it, and prejudiced
27 the party opposing arbitration. *See e.g. Ameriprise Fin. Servs. Inc. v. Ekweani*, 2015 WL
28 1737417, at *4 (D. Ariz. April 16, 2015) (finding movant waived his right to arbitrate).

1 Acts inconsistent with enforcing a party's right to arbitrate include extended silence and
2 delay in moving for arbitration, actively litigating in a Court action, and refusing a request
3 to arbitrate (all three of which are present here). See *Martin v. Yasuda*, 829 F.3d 1118,
4 1125 (9th Cir. 2016); *Brown v. Dillard's, Inc.*, 430 F.3d 1004, 1012-13 (9th Cir. 2005).

5 The uncontestable facts in our case show that Mr. Bruno (actually both defendants)
6 waived whatever right they may have had to arbitrate the fee dispute under Arizona and
7 federal law.

8 First (1) Mr. Bruno knew of defendants' right to arbitrate the fee dispute, and (2)
9 repeatedly refused to sign the State Bar's required forms needed to initiate an arbitration.
10 In fact, plaintiff specifically told defendants (i) not to sign and return the State Bar forms
11 "[i]f you have decided to waive any right that you might have to arbitrate", and (ii)
12 "[y]our failure to respond by Wednesday, October 4, 2017, will be construed as a
13 waiver." Not only did defendants fail to respond by October 4, 2017, they sat on their
14 hands for almost three months, and forced plaintiff to file a lawsuit to protect its rights.

15 In this regard, the State Bar Rules make it clear that the State Bar does not even have
16 jurisdiction over a fee dispute "[i]f any Party declines to execute the Agreement to
17 Arbitrate in the form provided by the State Bar." State Bar Rules, § II.B.1. As a result,
18 defendants' refusal to sign the State Bar forms (i) precluded plaintiff from proceeding with
19 arbitration of the fee dispute, and (ii) forced plaintiff to file a lawsuit to collect the
20 amounts owed and protect its rights. Needless to say, defendants' refusal to sign the
21 arbitration forms required by the State Bar is wholly inconsistent with, and shows a waiver
22 of, any right defendants may have had to arbitrate the fee dispute. Accordingly, the Court
23 should deny Mr. Bruno's Motion, for this reason alone. See *Meineke, supra*, *Martin,*
24 *supra*, and *Brown, supra*.

25 Second, rather than demand State Bar arbitration of the "fee dispute"--defendants
26 have actively and vigorously participated in this litigation. In this regard, and without
27 limitation: (1) defendants improperly removed the case to District Court; (2) defendants
28 filed an Answer to the Complaint, and demanded a jury trial (not an arbitration) on all

1 triable issues (which by themselves reflect a waiver of any right to arbitrate the fee
2 dispute); (3) Mr. Bruno filed a Counterclaim against plaintiff, which (i) clearly would not
3 be subject to any State Bar arbitration, and (ii) further reflects a waiver of any right to
4 arbitrate; (4) defendants moved to consolidate this case with three other cases involving
5 different claims and contracts, (i) none of which could be subject to any State Bar
6 arbitration, and (ii) which further reflects a waiver of any right to arbitrate; and (5) after
7 remand, defendants moved to vacate the Remand Order, and requested that this case be
8 kept in Federal Court, as opposed to requiring arbitration. Put simply, notwithstanding
9 Mr. Bruno's belated demand for arbitration of the fee dispute, defendants' aggressive and
10 extensive litigation tactics over the last two months (including the inconsistent positions
11 taken by defendants in the District Court, both before and after the Remand Order), have
12 resulted in a waiver of any right defendants might have had to arbitrate the fee dispute.
13 Accordingly, the Court should deny Mr. Bruno's Motion, for these reasons alone. *See*
14 *Meineke, supra, In re Estate of Cortez, supra, Martin, supra, Ameriprise, supra, and*
15 *Brown, supra.*

16 Finally, plaintiff has been prejudiced by defendants' actions. Given (i) defendants'
17 refusal to sign the required State Bar forms, and (ii) the fact that defendants' other
18 creditors had sued defendants to enforce their own claims for money, plaintiff had no
19 choice but to file this lawsuit to (i) avoid being left with nothing, and (ii) try to keep
20 defendants from dissipating their assets, while this case proceeds toward finality. *See e.g.*
21 *Brown*, 430 F.3d at 1012-13 (finding prejudice where plaintiff was forced to litigate "as a
22 last resort").

23 Moreover, since the lawsuit was filed, plaintiff has been forced to endure significant
24 legal expenses, and months of delay, defending against defendants' improper removal and
25 other aggressive litigation tactics. If defendants really wanted to arbitrate the fee dispute
26 before the State Bar, then (i) they would have signed the required State Bar forms, (ii) the
27 fee arbitration, itself, likely would have been finished (or nearly finished) by now, and (iii)
28 this action would have been limited to one issue--plaintiff's right to provisional remedies,

1 in order to insure payment of the amount owed to plaintiff. Instead, plaintiff has been
 2 forced to spend thousands of dollars, and lost months of time, trying to get paid the
 3 amounts owed for the significant amount of work they did for defendants. Accordingly,
 4 the Court should deny Mr. Bruno's Motion, for these reasons alone. *See e.g. Brown,*
 5 *supra*, and *Martin, supra*.

6 **II. EVEN IF DEFENDANTS HAD NOT WAIVED ANY RIGHT TO ARBITRATE THE FEE**
 7 **DISPUTE BEFORE THE STATE BAR, (1) THE STATE BAR'S JURISDICTION WOULD BE**
 8 **LIMITED TO RESOLVING ONLY THE FEE DISPUTE, AND (2) THIS COURT WOULD**
 9 **NEED TO PROCEED WITH AND RESOLVE PLAINTIFF'S APPLICATION FOR**
 10 **PROVISIONAL REMEDIES AND MR. BRUNO'S COUNTERCLAIM.**

11 The State Bar Rules are clear: (1) in order to proceed with a fee arbitration, "[t]he
 12 approved State Bar form [must be] signed by all Parties consenting to arbitration of a Fee
 13 Dispute" (*See* State Bar Rules at §I. C.1), which defendants refused to sign; (2) "The
 14 Committee's jurisdiction includes [only] the Arbitration of Fee Disputes" (*Id.* at §II. A.);
 15 (3) "*The State Bar Fee Arbitration Program only has jurisdiction over the reasonableness*
 16 *of fees as defined by ER 1.5. For example, the program has no jurisdiction to arbitrate*
 17 *liens filed by third parties against awards being held in attorney trust accounts under ER*
 18 *1.15."* (*Id.* at §II. Committee Comment 1) (only underline emphasis added); and (4) "The
 19 [only] issue before an Arbitrator or a Fee Arbitration panel ..., in accordance with ER 1.5,
 20 Ariz. R.S.Ct. 42..., is whether the fees charged were reasonable for the work that was
 performed [and] [i]f disputed, the Arbitrator also may determine the reasonableness of
 costs." (*Id.* at §III. A., titled "**SCOPE OF THE FEE ARBITRATION HEARING**").

21 Defendants twice refused to sign the State Bar's required forms, and instead vigorously
 22 litigated this matter for months. As such, the Court should deny Mr. Bruno's Motion for
 23 this reason alone. In addition, however, even if defendants' had not waived any right to
 24 arbitrate before the State Bar--(1) the State Bar "only has jurisdiction over the
 25 reasonableness of fees as defined by ER 1.5" (something this Court can decide as well),
 26 and (2) this Court would still need to proceed with and resolve (i) plaintiff's Application
 27 for provisional remedies, and (ii) Mr. Bruno's counterclaim--neither of which can be
 28 resolved by the State Bar. As such, the Court should deny Mr. Bruno's Motion for these

1 reasons as well.

2 Finally, and in the alternative, if this Court were to grant Mr. Bruno's Motion, then it
3 should: (1) order a State Bar arbitration of only the fee dispute; (2) proceed with the
4 Application, and sign the proposed "Order Granting Provisional Remedies With Notice,
5 Writs Of Attachment And Garnishment (Non-Earnings)" that was filed with the Affidavit,
6 in accordance with A.R.S. §12-2408 (*see PMS Distrib. Co., Inc. v. Huber & Suhner, A.G.*,
7 863 F.2d 639, 642 (9th Cir. 1988) (Court had jurisdiction after issuing arbitration order to
8 grant a writ possession);⁷ and (3) proceed with and resolve Mr. Bruno's counterclaim.

9 **III. THIS CASE IS PROPERLY IN COMMERCIAL COURT.**

10 Although Mr. Bruno includes the words "Objection to Commercial Court" in the
11 caption of his Supplemental Brief, his brief does not include any argument as to why this
12 case should not be in the Commercial Court. Pursuant to Arizona Rule of Civil Procedure
13 8.1 (2017), the Commercial Court may hear cases in which: (i) at least one plaintiff
14 (Sherman & Howard) and one defendant (PB Co.) are business organizations; and (ii) the
15 primary issues of law and fact concern a business contract or transaction. If the case
16 involves the sale of services by, or to, a business organization, the amount-in-controversy
17 must exceed \$50,000. As set forth in plaintiff's Complaint, this case meets all of these
18 requirements. Accordingly, this case is properly before the Commercial Court.

19 Respectfully Submitted: January 16, 2018.

20 SHERMAN & HOWARD L.L.C.

21 By: /s/ David A. Weatherwax
22 David A. Weatherwax
23 Craig A. Morgan
24 Attorneys for Plaintiff
25
26

27 ⁷ See also *Toyo Tire Holdings of Ams., Inc. v. Continental Tire N. Am., Inc.*, 609 F.3d 975,
28 980-81 (9th Cir. 2010) (notwithstanding an order for arbitration, Courts retain jurisdiction
to issue interim injunctive relief).

Attachment 9

PAUL L. BRUNO
3104 E. Camelback Road #539
Phoenix, AZ 85016
602-777-0601 Phone
Paul@PaulBrunoGroup.com
Pro Se Litigant

COPY

JAN 25 2018



MICHAEL K. JEANES, CLERK
M. MEJIA

IN THE ARIZONA SUPERIOR COURT
IN AND FOR THE COUNTY OF MARICOPA

SHERMAN & HOWARD, LLC

CASE NO. CV2017-014106

Plaintiff,

v.

-FIRST AMENDED -

PAUL BRUNO, *et al*

-VERIFIED ANSWER-

Defendant,

-VERIFIED COUNTERCLAIM-

-VERIFIED THIRD PARTY COMPLAINT-

PAUL BRUNO

Counterclaimant,

v.

(Honorable Christopher Whitten)

SHERMAN & HOWARD, LLC

Counterclaim Defendant,

PAUL BRUNO;

Third Party Plaintiff,

v.

PROFESSIONAL BEAUTY ASSOCIATION; PAR
AVION TRAVEL, INC. Travel, Inc.

Third Party Defendant(s)

COMES NOW PAUL L. BRUNO, (hereafter "Mr. Bruno" or "Bruno"), Defendant, Counterclaimant and Third-Party Plaintiff, on his own behalf answers Plaintiff's Complaint with this Amendment as follows

FIRST DEFENSE

Plaintiff's complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

Defendant, and Third-Party Plaintiff Bruno denies paragraphs 6, 10-20, 22-78,

THIRD DEFENSE

Defendant, Third- Party Plaintiff Bruno has insufficient information upon which to form belief concerning the following paragraphs, and therefore denies them: 2,3,4,7,8,9, 21

1. Answering ¶ 1, Defendant admits Sherman & Howard, LLC (hereafter "S&H") LLC is a Delaware Limited Liability Company, authorized to do, and doing, business Arizona.

Answering prayers for relief in counts 1, 2, 3-9, Plaintiff is not entitled to the relief requested and therefore Defendant denies the relief requested.

2. Answering the Application for Provisional Remedies, (hereafter the "Application"), Plaintiff is Counsel of Defendant hired and retained for the express goal of protecting assets subject to the Application; therefore, the Application constitutes a conflict of interest, and it is inappropriate. Notwithstanding Defendant does not own the assets.

FOURTH DEFENSE

The Plaintiff at fault, which fault was the proximate cause of the damages complained by Plaintiff

FIFTH DEFENSE

The incidents complained of were proximately caused by events over which the Defendant had no control or right of control.

SIXTEENTH DEFENSE

The Defendant is entitled to counterclaim as set out with specificity, below

SEVENTEENTH DEFENSE

The Defendant states that it has or may have further and additional affirmative defenses, which are not yet known to the Defendant, but which may become known through future discovery. The Defendant asserts each and every affirmative defense as it may be ascertained through future discovery herein.

EIGHTEENTH DEFENSE

The S&H Operative Contracts, filed on October 27, 2017 with the "Notice of Errata" The Errata contains the Operative contracts, including the section "Memorandum of Firm's Policies" on p.2 ¶ 7 is the parties agreement to arbitrate. S&H failed to submit to arbitration, pursuant to 9 U.S.C. § 2

NINETEENTH DEFENSE

On January 3, 2017 Federal District Court Judge, Paul Sala ordered S&H, to *Inter alia*: "at the time S&H submits its application for compensation for approval and payment of attorneys' fees and costs with the Bankruptcy Court, Sherman & Howard should comply fully with all provisions of Rule 2016, Fed. R.Bankr.P." The order goes on to state "the lack of following the Order will result in denial of fees or costs incurred."

TWENTIETH DEFENSE

S&H breached the contract and failed to perform, pursuant to the terms of its employment application. **THEREFORE**, Defendant Paul L. Bruno hereby demands judgement in his favor against Plaintiff, Sherman & Howard, LLC dismissing its Complaint and Application for provisional remedies with prejudice, together with an award of attorney's fees and costs pursuant to contract and/or pursuant to A.R.S. § 12-341 and § 12-341.01, and such other relief as the Court may deem equitable and just.

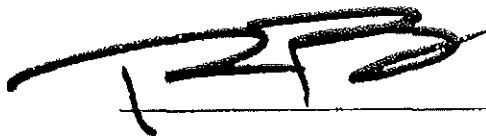
65. Third party plaintiff has been wrongfully pursued for almost two years, by third party defendants, which has caused irreparable harm.

PRAYER FOR RELIEF

WHEREFORE THIRD-PARTY PLAINTIFF PRAYS FOR JUDGEMENT AS FOLLOWS:

1. Awarding actual damages, special, personal injury, and punitive damages and reasonable attorney's fees.
2. Any additional appropriate equitable relief, including any injunctive or declaratory relief.
3. Awarding restitution or disgorgement of all illicit proceeds.
4. Awarding punitive damages and exemplary damages
5. Awarding pre-judgement interest, as well as reasonable attorney's fees and other costs.
6. Awarding such other relief as this Court deem just and proper.

RESPECTFULLY SUBMITTED THIS 25 DAY OF JANUARY 2018

A handwritten signature in black ink, appearing to be 'PB' with a long horizontal stroke extending to the left.

Paul Bruno, Pro Se Litigant

VERIFICATION

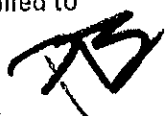
I Paul Bruno declare under penalty of perjury that I have read the foregoing, 1.) Verified Answer; 2.) Verified Counterclaim; 3.) Verified Third Party Complaint and know the contents thereof; that the matters and things therein stated are true to my own knowledge, except as to those matters therein stated upon information and belief, as to those matters, I believe them to be true.

DATED: JANUARY 25, 2018

A handwritten signature in black ink, appearing to be 'PB', written over a horizontal line.

Paul Bruno

Electronically emailed and regular mailed to
Sherman & Howard
Craig Morgan and David Weatherwax

Handwritten initials 'PB' in black ink, positioned to the right of the distribution list.